

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

RETURNING,

With his objections, the bill for the relief of Arthur Edwards and his associates.

APRIL 17, 1860.—Read, and motion by Mr. HALE, to refer message and documents to Committee on Post Offices and Post Roads. Debate, and postponed to to-morrow.

APRIL 18, 1860.—Resumed, and postponed to Tuesday next at 1 o'clock.

APRIL 26, 1860.—Ordered to be printed.

To the Senate of the United States:

I return, with my objections, to the Senate, for their reconsideration, the bill entitled "An act for the relief of Arthur Edwards and his associates," presented to me on the 10th instant.

This bill directs the Postmaster General "to audit and settle the accounts of Arthur Edwards and his associates for transporting the United States through mail on their steamers during the years 1849 and 1853, and intervening years," between Cleveland and Detroit, between Sandusky and Detroit, and between Toledo and Detroit, and "to allow and pay them not less than \$28 60 for each and every passage of said steamers between said places, during the aforementioned time, when the mails were on board."

I have caused a statement to be made at the Post Office Department of the least sum which can be paid to Mr. Edwards and his associates, under the bill, should it become a law; and from this it appears the amount will be \$80,405 23.

Mr. Edwards and his associates, in 1854, a short time after the alleged services had been rendered, presented a claim to the Postmaster General for \$25,180 as compensation for these services. This claim consisted of nine items, setting forth, specifically, all the services embraced by the present bill. It is fair to presume that the parties best knew the value of their own services, and that they would not, by an

under-estimate, do themselves injustice. The whole claim of \$25,180 was rejected by the Postmaster General, for reasons which it is no part of my present purpose to discuss.

The claimants next presented a petition to the Court of Claims, in June, 1855, "for a reasonable compensation" for these services, and "pray the judgment of your honorable court for the actual value of the service rendered by them, and received by the United States, which amounts to the sum of \$50,000." Thus the estimate which they placed upon their services had nearly doubled between 1854 and 1855—had risen from \$25,180, to \$50,000. On the 25th February, 1858, after a full hearing, the court decided against the claim, and delivered an opinion in support of this decision which cannot, I think, be contested on legal principles. But they state, in the conclusion of the opinion, that "for any compensation for their services beyond what they have received, they must depend upon the discretion of Congress."

This decision of the Court of Claims was reported to Congress on the 1st of April, 1858, and from it the present bill has originated. The amount granted by it is more, by upwards of \$55,000, than the parties themselves demanded from the Postmaster General in 1854, and is more by upwards of \$30,000 than they demanded when before the Court of Claims. The enormous difference in their favor between their own original demand and the amount granted by the present bill constitutes my chief objection to it. In presenting this objection, I do not propose to enter into the question whether the claimants are entitled, in equity, to any compensation for their services beyond that which it is alleged they have already received, or if so, what would be "a reasonable and fair compensation." My sole purpose is to afford Congress an opportunity of reconsidering this case, on account of its peculiar circumstances.

I transmit to the Senate the reports of Horatio King, Acting Postmaster General, and of A. N. Zevely, Third Assistant Postmaster General, both dated on the 14th of April, 1860, on the subject of this claim.

JAMES BUCHANAN.

WASHINGTON, *April 17*, 1860.

AN ACT for the relief of Arthur Edwards and his associates.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster General be, and he is hereby, directed to audit and settle the account of Arthur Edwards and his associates, for transporting the United States through mail, in their steamers, during the years eighteen hundred and forty-nine and eighteen hundred and fifty-three, and intervening years, from Cleveland, in Ohio, to Detroit, in Michigan, and from Detroit to Cleveland aforesaid; from Sandusky, in Ohio, to Detroit, in Michigan, and from Detroit to Sandusky aforesaid; and from Toledo, in Ohio, to Detroit, in Michigan, and from Detroit to Toledo aforesaid; and to

allow and pay them not less than twenty-eight dollars and sixty cents for each and every passage of said steamers between said places, during the aforementioned time, when the mails were on board.

WILLIAM PENNINGTON,

Speaker of the House of Representatives.

JOHN C. BRECKINRIDGE,

Vice-President of the U. S., and President of the Senate.

I certify that this act did originate in the Senate.

ASBURY DICKINS,

Secretary.

POST OFFICE DEPARTMENT,

April 14, 1860.

SIR: I have the honor to inform you that, agreeably to your verbal request, I have made an investigation into the facts of the case of Arthur Edwards and others, for whose relief an act of Congress has recently been passed, and I am satisfied that everything material to a complete understanding thereof is contained in the printed report of the Post Office Committee of the Senate, submitted by Mr. Hale on the 2d of February last.

It is stated, on page 11 of that report, that "the claimants applied in 1854 to the Post Office Department for an additional compensation of twenty-five thousand one hundred and eighty dollars, but the application was refused." I regret being unable to find this application upon the files of the Department, although search has been made for it. Fortunately, however, I am enabled to furnish you with a copy of the brief of the whole case, which was prepared with great care, for the information of the Postmaster General, at the time that claim was made, and in which you will find a full synopsis of the application in question. This brief was prepared by Mr. Zevely, now Third Assistant Postmaster General, whose certificate to that effect, and also to the fact that the Postmaster General's decision upon the application, declining any additional compensation, was only verbal, is attached.

It appears that the claimants received from the department, for carrying mails on Lake Erie between the years 1849 and 1853, the sum of ten thousand five hundred and forty-four dollars and ninety-five cents, an amount regarded by the department as the regular and full compensation for the service rendered; that in 1854 they demanded, in full settlement, the additional sum of twenty-five thousand one hundred and eighty dollars, which was refused; that they afterwards went to the Court of Claims, demanding fifty thousand dollars; and that the act above referred to would require the payment of eighty thousand four hundred and five dollars and twenty-three cents.

I have the honor to be, very respectfully, your obedient servant,

HORATIO KING,

Acting Postmaster General.

His Excellency JAMES BUCHANAN,

President of the United States.

Claim of Arthur Edwards.

1849. For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow.....	\$3,000
1850. For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow.....	3,000
1851. For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow.....	3,000
1852. For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Arrow.....	3,000
1853. For conveying through mails daily, except Sunday, between Sandusky City and Detroit, from March 1 to December 1, by steamer Bay City.....	3,000
1850. For similar service between Detroit and Cleveland, from March 7 to November 21, by steamer Southerner, 208 trips	2,080
1851. For similar service between Detroit and Cleveland, from March 19 to November 21, same boat, 206 trips,	2,060
1851. For similar service between Detroit and Cleveland, from April 1 to November 21, steamer Baltimore, 204 trips	2,040
1851. For similar service between Toledo and Detroit, from March 31 to December 30, steamer John Owen, 230 trips.....	2,000
1851. For similar service between Toledo and Detroit, by steamer Arrow, March 30 to December 31, 232 trips	2,000
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	25,180
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It appears that the postmasters at Detroit, Cleveland, Sandusky, Toledo, and Monroe, paid the above steamers \$10,544 95 for mail service during the years 1849, 1850, 1851, 1852, and 1853, under instructions of March 21, 1849, and June 7, 1851, allowing one cent for each letter and half a cent for each newspaper.

This pay, it is alleged, was for the *local* mails only, and the above claim is made for the *through* mails, which were three or four times larger than the *local* ones.

The late postmaster at Cleveland says service was performed, and that he did not pay for the through mails, although he estimated them to exceed fourfold the local mails in quantity.

The postmaster at Detroit certifies to same effect.

Captain Atwood, of the steamer Arrow, Pierce, of Southerner, and Vorce, of Baltimore, certify, under oath, that they conveyed mails during the period stated, and that the local mails only were paid for.

Captain Edwards certifies, under oath, that the steamer John Owen, and others above named, five in all, conveyed mails for five seasons, from 1849 to 1853 inclusive, according to the account presented by him; that he applied to the postmasters for pay, who said they had no authority to pay; that in December, 1853, he learned of the payment of similar claims, and that he accordingly obtained the proof to sustain his claim.

D. P. Bushnell, deputy collector, Detroit, certifies that the steamboat Southerner plied regularly between that port and Cleveland in 1850; the Arrow to Sandusky in 1849, 1850, 1851, and 1852, and that in 1851 the Southerner and Baltimore plied regularly between Detroit and Cleveland.

L. W. Bebee, mail messenger at Detroit, certifies to performance of service and comparative size of local and through mails.

Patrick Farley, mail messenger at Cleveland, certifies similarly as to mails at that place.

J. R. Nelson, mail messenger at Toledo, similar certificate.

These certificates are dated in March and April, 1854, except the one from Captain Edwards, which is 4th May, 1854.

Nelson Roosevelt, mail messenger, 30th March, 1854, at Sandusky, makes statements similar to those made under oath by the messengers at Detroit, Cleveland, and Toledo.

Captain Atwood's certificate refers in general terms to the comparative size of through and *local* mails between Sandusky and Detroit: "Carried the mail, mornings, out of Detroit for Sandusky, Cincinnati, and all the places south, and took on board the great southern mail for Detroit and Michigan, generally every evening at Sandusky, and part of the time the great western mail for Michigan, &c., was brought by me, (him,) and placed on the central line, running west from Detroit."

Captains Pierce and Vorce are still more indefinite. The former says: "By far the largest proportion of it, (the mail,) was through mail, destined to points beyond Detroit and Cleveland, for which no pay was ever received by me," (him.) Captain Vorce says: "The amount of through mail was three or four times as much as the local matter for those offices," (Detroit and Cleveland.)

The mail messengers also certify, in a general way, that the *through* mails were three or four times larger than the *local* mails.

The only point clearly made out is, that both local and through mails were conveyed. It is not shown what number of letters or papers, or packages; nor even what number of bags constituted the *through* mail, which should be paid for. Not even the aggregate weight of the mails is given as a basis of settlement.

But were the case otherwise, and it appeared what was the true proportion of through mails and local mails, relatively, it would be proper to inquire whether any similar cases have been decided, and, if so, upon what principles, and under what circumstances.

The records of the department show that, on 21st March, 1849, the postmasters at Cleveland, Sandusky, Detroit, and Toledo, were instructed "to make up and forward mails between their respective offices in boats, making the greatest expedition, at one cent per letter,

and half cent per newspaper, to be paid at the office to which the letters and papers were delivered."

On the 6th May, 1851, the postmasters at Cleveland, Toledo, and Sandusky were required "to report whether they are making, or have made payments for letters, packages, or newspapers *made up as through mails*, as well as for such letters, packages, and newspapers for delivery or distribution at their offices only."

In answer, the postmaster at Sandusky reported that he had paid for through mails in 1849 and 1850.

The postmasters at Toledo and Cleveland reported payments only on local mails.

On the 7th June, 1851, the postmasters at Sandusky and Toledo were instructed "that, under the order of 21st March, 1849, they will pay the one cent on letters, and half cent on papers, for such letters and papers as are for delivery at their offices only, and one cent for each package of letters for other offices in respect to which their offices are the proper separating offices."

At the same time the postmaster at Cleveland was instructed "that, as a contract for carrying the mail between his office and Buffalo had been made, the order of 21st March, 1849 is rescinded, *except* in cases of boats delivering mails from Detroit and Toledo; the boats so delivering to be paid for no *through* matter."

These proceedings show what the department regarded as compensation for mail service in 1851, on the routes in question.

From the inquiries addressed to the postmasters on 6th May, 1851, it is evident that it was apprehended that they had misconstrued the instructions of 21st March, 1849; and the order of June 7, 1851 was clearly designated to settle the question of pay for steamboat mails by transient boats, not under regular contract with the department. At Toledo and Sandusky one cent a letter, and half a cent a newspaper was to be allowed on letters and papers for delivery at those offices, and one cent for each package of letters for other offices, in respect to which Toledo and Sandusky were the proper separating offices. This was evidently designed to cover the whole expense, both for local and through mails. At Cleveland the postmaster was to pay, under the instructions of 21st March, 1849, except between Buffalo and Cleveland, and he was specially instructed *not* to pay for through mails.

That the pay of one cent a letter, and half a cent a newspaper, estimated as above stated, was designed by the department to be in full compensation for the *whole* mail, further appears from a decision (26th August, 1850,) in the case of E. B. Ward, who claimed an allowance on *through* mails between Detroit and Buffalo, in 1849, at the same rate as on local mails. It was then held that the compensation of one cent a letter, and half a cent a newspaper, could only apply to letters and papers for delivery or distribution at Detroit and Buffalo, it being, indeed, impossible to arrive at a just computation as to *through* mails. Accordingly, there does not appear to have been any separate allowance for through mails, as now claimed, until the year 1853.

On 25th January, 1853, the Buckeye State was allowed, for 314,172 pounds through mail between Buffalo and Cleveland, from 22d April to 13th November, 1852, at \$1 per 100 pounds	\$3,141 72
On 25th January, 1853, Alabama allowed, for 29,700 pounds, between Conneaut and Cleveland, 12th April, 1852.....	297 00
Baltic, 1,620 pounds between Buffalo and Cleveland, and Toledo and Cleveland, 25th March to 22d May, 1852.....	162 00
Cleveland, nine trips Detroit and Cleveland, 2d to 24th December, 1852, at \$10 a trip.....	90 00
On 25th February, 1853, Southerner, Toledo and Cleveland, 48,400 pounds, 20th March to 28th April, 1852; 13,800 pounds 22d and 24th October, and 10th November, 1852; and 60 trips 4th May to 20th October, 1852, at \$10 a trip, in all.....	1,222 00
February 18, Fashion, four trips 27th November to 9th December, 1852, at \$25 a trip.....	100 00
Fashion, 17,500 pounds, 13th April, 1852, at \$1 per 100, (employed by Special Agent Harris)	175 00
February 7, 1853, Sultana, April 14, 1852, 6,300 pounds...	63 00
March 30, 1853, Troy, 99,200 pounds, and seventy-two trips at \$10 a trip.....	1,712 00

These allowances appear in direct conflict with previous usages and decisions of the department. There were at the time regular contracts between Buffalo and Cleveland, and Cleveland and Detroit; also (on the north shore) between Buffalo and Detroit. The instructions of 7th June, 1851, distinctly recalled those of 21st March, 1849, as to the cent and half cent allowance on letters and papers conveyed on these routes, and, moreover, forbade any allowance whatever for *through* mails. What special reasons there were for these decisions, the records of the department do not show. With the exception of the case of 30th March, 1853, all the decisions were made by the late Postmaster General, simply upon the presentation of bills, certified by the late postmaster at Cleveland, without explanation. In one case only it appears that a special agent of the department had engaged service, but why does not appear. The latest decision, on 30th March, 1853, appears also to have been made without special explanation, upon papers like those in the other cases, and probably as being connected with them.

These allowances are referred to in support of the present claim of Captain Edwards. But constituting, as they manifestly do, exceptions to the general rules, (though for reasons not apparent,) they cannot be regarded as just precedents.

During the years 1849, 1850, and 1851, there were no regular steamboat contracts between Detroit, Cleveland, Toledo, and Sandusky. There were daily land routes, which were intended for the great mails, though they appear to have been irregular, and not at all times sufficient for the service. A regular boat line commenced 19th May, 1852, between Cleveland and Detroit. There were also regular lines between Cleveland and Buffalo, and Buffalo and Detroit, (north shore,) which

no doubt conveyed the through mails. The boats of Captain Edwards were only employed in common with many others, not under contract, for auxiliary service, under the general instructions to postmasters to employ them, and pay one cent a letter, and half a cent a newspaper, estimated on what are termed *local* mails, which pay was to be in full for *all mails*-- as well *through* as local.

The whole number of boats thus employed during the period embraced in the present claim, appears to have been 88, and the aggregate amount paid them \$41,605 21, (including Captain Edwards's boats.) These all conveyed through mails, it is to be presumed, and all upon the same terms, and the compensation they have received must have been regarded by the department as in full for all their services.

Land service under contract from Cleveland to Toledo, 1850 to 1854, daily, four-horse coaches, at \$5,300 per annum. On this route additional pay was allowed for two additional daily lines between Monroeville and Toledo, (67 miles,) at the rate of \$5,494 per annum, from January 9 to April 10, 1852--say one quarter, \$1,373. Also, additional pay for extra services in January and April, 1853, \$520.

Land service, Toledo to Detroit, daily, four-horse coaches, during suspension of navigation, and two-horse coaches residue of year, \$4,250.

Steamboat contract, Detroit to Cleveland, from May 19, 1852, \$2,000 per annum.

Steamboat contract, Cleveland to Buffalo, from May 24, 1851, at \$1,000 per month--say for season, \$10,000.

Steamboat contract, Detroit to Buffalo, 1850 to 1854, \$10,000 per annum.

I certify that the foregoing is a true copy of a statement prepared by myself for Judge Campbell, former Postmaster General, upon the application of Arthur Edwards and associates to be paid for conveying *through* mails by their steamboats.

I carefully examined the case, and presented on the one hand the nature of the claim, with the evidence to sustain it, and on the other the instructions of the department under which mails were conveyed, showing that the compensation actually paid was according to law and the uniform usages of the department; that many other boats conveyed on the same terms, and that such compensation was considered in full for all services.

Mr. Dundas examined my statement, and attested the correctness of its facts and conclusions. The Postmaster General approved and considered it conclusive against the claimants, who then appealed to the Court of Claims. Copies of my statement were furnished to the court, and formed the basis of its adverse decision.

I have no knowledge of any formal letter or written decision of the Postmaster General in the case other than the above statement, and believe there was none given to the claimants.

A. N. ZEVELY,

Third Assistant Postmaster General.

APRIL 14, 1860.